

The Hon. Ronald B. Leighton

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

v.

REAL PROPERTY COMMONLY  
KNOWN AS 28221 15TH AVENUE  
SOUTH, FEDERAL WAY,  
WASHINGTON, KING COUNTY  
PARCEL #025130-0320, together with  
its Buildings, Improvements,  
Appurtenances, Fixtures, Attachments,  
and Easements, *et al.*

Defendant.

NO. C06-1600RBL  
EXPEDITED SETTLEMENT  
AGREEMENT

IT IS HEREBY STIPULATED by and between the Plaintiff, United States of  
America, by and through Jeffrey C. Sullivan, United States Attorney for the  
Western District of Washington, and Darwin P. Roberts, Assistant United States  
Attorney for said District, and claimant La Salle Bank National Association as  
Trustee for Structured Asset Investment Loan Trust Series 2003-BC6 ("LaSalle  
Bank"), as successor in interest to MERS, to compromise and settle claimant's  
claim with respect to the defendant real property located at 33021 49<sup>th</sup> Avenue SW,  
EXPEDITED SETTLEMENT AGREEMENT

UNITED STATES  
ATTORNEY  
700 Stewart Street, Suite  
5220  
Seattle, Washington 98101-  
1271  
(206) 553-7970

1 Federal Way, Washington 98023 (Exhibit A – hereinafter the “real property”)  
2 according to the following terms:

3 1. The parties to this agreement hereby stipulate that the real property was  
4 purchased with proceeds traceable to the sale of controlled substances, as stated in  
5 the Verified Complaint for Forfeiture In Rem, filed with the Court herein on  
6 November 3, 2006, and is therefore subject to forfeiture to the United States  
7 pursuant to Title 21, United States Code, Section 881(a)(6), for violations of Title  
8 21, United States Code, Sections 841(a)(1) and 846, which occurred without the  
9 knowledge or consent of La Salle Bank

10 2. Plaintiff agrees that upon sale of the real property by the United States  
11 Marshals Service, pursuant to entry of a Judgment of Forfeiture by this court, and  
12 after payment of the reasonable expenses of custody and sale incurred by the United  
13 States Marshals Service, the following shall be paid to La Salle Bank, from the  
14 proceeds of the sale of the defendant real property:

15 a. All unpaid principal due to LaSalle in the amount of \$436,524.20, as  
16 of August 18, 2008, pursuant to the mortgage instrument dated April 3, 2003, which  
17 was secured by a deed of trust recorded April 11, 2003, in the official record of  
18 King County, State of Washington, as fully described in the Answer and Claim filed  
19 by Mortgage Electronic Information Systems, Inc., LaSalle's predecessor, on file  
20 herein.

21 b. All unpaid interest at the base contractual rate of 11.25%, under the  
22 above mortgage instrument, totaling \$114,168.53 as of September 17, 2008, plus  
23 additional interest assessed at \$6.99% per annum until the date of payment.

24 c. Late charges of 649.21;

25 d. Escrow Overdraft of \$17,657.22;

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1 e. Escrow Advance Interest of \$1,254.88;

2 f. Legal / Attorney's Fees of \$3,175.50;

3 g. Maintenance & Repairs of \$1,102.00;

4 h. Property Inspection of \$189.00;

5 i. Property Preservation of \$135.00;

6 j. Utilities of \$467.59;

7 k. Valuations of \$539.00; and

8 l. Recording Cost to Release Documents of \$40.00.

9 3. This Settlement Agreement and payment to LaSalle is conditioned  
10 upon the United States prevailing against any competing claims, including claims by  
11 the property owner. The United States agrees that it will not accept an offer that is  
12 insufficient to pay the amounts under paragraph 2.

13 4. The payment to LaSalle shall be in full settlement and satisfaction of any and  
14 all claims by LaSalle to the defendant real property named in the above-captioned  
15 forfeiture action and all claims, except as specified in paragraph 6 below, resulting  
16 from the incidents or circumstances giving rise to this forfeiture action.

17 5. Upon full payment, as amounts set forth in paragraph #2, LaSalle agrees to  
18 assign and convey its security interest to the United States of America via recordable  
19 documents and to release and hold harmless the United States, and any agents,  
20 servant, and employees of the United States (and any involved state or local law  
21 enforcement agencies and their agents, servants, or employees), in their individual or  
22 official capacities, from any and all claims LaSalle and its agents that currently exist  
23 or that may arise as a result of the Government's actions against and relating to  
24 the defendant real property.

25 6. As a part of this settlement, upon signing of this agreement, and approval of

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1 the agreement by the court; LaSalle agrees not to pursue any other rights it may have  
2 under the mortgage instrument, including but not limited to any right to foreclose  
3 upon and sell the defendant real property and any right to assess additional interest or  
4 penalties. This provision does not prevent or foreclose LaSalle from taking any  
5 action against Carlos Daniels for the amount of any deficiency, including attorneys  
6 fees, expenses, and costs that may be owed to Mortgage Electronic Information  
7 Systems, Inc. after applying the proceeds of the sale of the defendant real property to  
8 the judgment amount agreed to herein.

9 7. LaSalle understands and agrees that by entering into this Expedited  
10 Settlement of its interest in the defendant real property, it waives any rights to litigate  
11 further against the United States its interest in the defendant real property and to  
12 petition for remission or mitigation of the forfeiture. If this Agreement is approved  
13 by the court, then unless specifically directed by an order of the court, LaSalle shall  
14 be excused and relieved from further participation in this action.

15 8. LaSalle understands and agrees that the United States reserves the right to void  
16 the expedited settlement agreement if, before payment of the mortgage or lien, the  
17 United States Attorney obtains new information indicating that the mortgagee or  
18 lienholder is not an "innocent owner" or "bona fide purchaser" pursuant to the  
19 applicable forfeiture statutes. In the event the United States obtains any such  
20 information, the United States Attorney also reserves the right, in its discretion, to  
21 terminate the forfeiture at any time and release the subject property. In either event,  
22 the Government shall promptly notify LaSalle of such action. A discretionary  
23 termination of forfeiture shall not be a basis for any award of fees under Title 28,  
24 United States Code, Section 2465.

25 9. LaSalle agrees to execute further documents, to the extent necessary, to

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1 convey clear title to the property to the United States and to implement further the  
2 terms of this settlement. Each party agrees to bear its own costs and fees, except as  
3 expressly set forth herein.

4 10. Payment to LaSalle. pursuant to this settlement agreement is  
5 contingent upon forfeiture of the defendant property to the United States, the United  
6 State's prevailing over any third-party claims, the Court's entry of a final judgment  
7 of forfeiture, and sale of the defendant property, pursuant to the final judgment of  
8 forfeiture.


8 Respectfully submitted,

9 JEFFREY C. SULLIVAN  
10 United States Attorney

11 Dated September 17, 2008

12 s/ Darwin P. Roberts  
13 DARWIN P. ROBERTS, WSBA#32539  
14 Assistant United States Attorney  
15 United States Attorney's Office  
16 700 Stewart Street, Suite 5220  
17 Seattle, Washington 98101-1271  
18 Phone: 206-553-2242  
19 Fax: 206-553-6934  
20 E-mail: [darwin.roberts@usdoj.gov](mailto:darwin.roberts@usdoj.gov)

21 Dated 12/11/2008

22  WSBA # 40144, for  
23 JANAYA CARTER, WSBA#32715  
24 Attorney for Claimant, LaSalle Bank,  
25 successor in interest to Mortgage  
26 Electronic Registration Systems, Inc.  
27 ROUTH CRABTREE OLSEN  
28 3535 Factoria Blvd. S. Suite 200  
Bellevue, WA 98006  
Phone: (425) 484-2121  
Fax: (425) 283-5991  
E-Mail: [jcarter@rcolegal.com](mailto:jcarter@rcolegal.com)

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1 ORDER

2  
3 This Stipulated Expedited Settlement Agreement between the United  
4 States of America and LaSalle Bank is hereby approved.

5  
6 DATED this 15<sup>th</sup> day of December, 2008.

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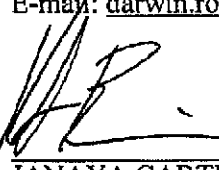
10 UNITED STATES DISTRICT

11 JUDGE

12 Presented by:

13  
14  
15 s/ Darwin P. Roberts

16 DARWIN P. ROBERTS, WSBA #32539  
17 Assistant United States Attorney  
18 United States Attorney's Office  
19 700 Stewart Street, Suite 5220  
20 Seattle, Washington 98101-1271  
21 Phone: 206-553-2242  
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23 E-mail: [darwin.roberts@usdoj.gov](mailto:darwin.roberts@usdoj.gov)

24  WSBA # 4d44, for  
25 JANAYA CARTER, WSBA #32715  
26 Counsel for Claimant,  
27 LaSalle Bank, successor in interest to MERS  
28 Routh, Crabtree, Olsen, PS  
3535 Factoria Blvd SE Ste 200 Bellevue, WA 98006-1263  
Phone: (425) 586-1991

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UNITED STATES  
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**EXHIBIT A**

**PROPERTY DESCRIPTION**

Real Property Located at  
33021 49th Avenue Southwest  
Federal Way, Washington

**LEGAL DESCRIPTION**

Lot 2, STONE BROOK DIVISION 3, according to the plat thereof, recorded in  
Volume 150 of Plats, pages 90 through 93, in King County, Washington;

King County Parcel #802952-0020

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